

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
(Alexandria)

WEBSTER BANK, N.A.	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Act. No.1:09cv1172(JCC)(IDD)
	)	
WILLIAM MACCHIAVELLO	)	
	)	
Defendant.	)	
_____	)	

**AMENDED ATTORNEYS' FEES AFFIDAVIT**

COMES NOW Benje Selan, Counsel for Plaintiff, who after being sworn according to law, states as follows:

1. My name is Benje Selan, Virginia Bar No. 65923, of the firm Cochran & Owen, LLC, who has been retained by Webster Bank, N.A. (hereinafter "Webster"), with respect to the above-styled litigation.

2. We have entered into an agreement with the Webster whereby we have agreed to represent said party in the above-styled litigation to enforce Webster's claim against the Defendant, William Macchiavello, on an hourly fee basis.

3. Attached hereto are my firm's invoices for billable time and expenses incurred in my firm's representation of the plaintiff, Webster Bank, N.A. in the above-captioned action. The invoices report time expended, which I, additional attorneys in the office and support staff, enter contemporaneously. A total of Three Thousand Six Hundred Thirty-Nine Dollars and Zero Cents (\$3,639.00) in fees have been incurred to date, along with One Thousand Nineteen Dollars and Four Cents (\$1,019.04) in costs associated with filing fees and service of the summons and complaint. The total billed and billable time and expenses for this matter is Four Thousand Six

Hundred Fifty-Eight Dollars and Four Cents (\$4,658.04). The time includes, but is not limited to, review of papers and materials furnished by Webster, research as to applicable law, preparation of the Complaint and other supporting documents and Affidavits, preparation of motions and memoranda of law. A copy of our invoices are attached hereto as Exhibit A.

4. Under the terms of the Note, Mr. Macchiavello agreed to pay "reasonable" attorneys' fees in the event that Webster is required to retain counsel to enforce its obligations under the Note. It is the opinion of the undersigned attorney that attorneys' fees and costs in the amount of Four Thousand Six Hundred Fifty-Eight Dollars and Four Cents (\$4,658.04) are reasonable under the circumstances. A copy of the Note, with the provision of payment of reasonable attorneys' fees highlighted (p. 1, ¶ 5(D)), is attached as Exhibit B.

FURTHER YOUR AFFIANT SAYETH NOT.

  
Benje Selan

Commonwealth of Virginia;  
County of Fairfax, to-wit:

Personally appeared before me this 29<sup>th</sup> day of April, 2010, Benje Selan, of the law firm of Cochran & Owen, LLC, who states and says that he is the attorney for the above-named Plaintiff, Webster Bank, N.A., and who further states that the foregoing is true and accurate to the best of his knowledge and belief.

  
NOTARY PUBLIC

My Commission Expires: 8/31/2012



**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing **AMENDED ATTORNEYS' FEES AFFIDAVIT** was electronically filed with the Clerk of Court using the CM/ECF system, and that a copy of the document was sent by U.S. mail to the following non-filing user on this 3<sup>rd</sup> day of May, 2010:

**FIRST CLASS MAIL DELIVERY**

William Macchiavello  
4409 Dixie Hill Drive, #202  
Fairfax, VA 22030

/s/ Benje Selan  
Amy S. Owen (Bar #27692)  
[aowen@cochranowen.com](mailto:aowen@cochranowen.com)  
Ben Selan (Bar #65923)  
[bselan@cochranowen.com](mailto:bselan@cochranowen.com)  
Cochran and Owen, LLC  
8000 Towers Crescent Drive, Suite 160  
Vienna, VA 22182  
Phone: 703-847-4480  
Fax: 703-847-4499

Counsel for Webster Bank, N.A.